

## TERMS AND CONDITIONS

1. **ORDER.** By signing this Order (or by receipt of this as a confirmation of a telephone order without written cancellation within 15 days of mailing) you make a binding order in which you apply and agree to pay for your advertising. We, L.M. Berry and Company, agree to accept your advertising upon its publication in the directory. We also reserve the right to require payment in advance as a condition of publication.
2. **PAYMENT.** Unless payment in advance is required, you agree to pay for your advertising (the listing or other advertising order on the Directory Advertising Order -- Detailed Confirmation(s) and any associated printing orders) at the monthly rate indicated on the Directory Advertising Order Summary, plus any applicable taxes, in accordance with the billing terms of the Telephone Company or by L.M. Berry and Company upon publication of the directory (the alphabetical or classified directory) referred to on this order until publication of the next directory issue. Rates for foreign directory advertising (advertising in a directory other than the primary directory) are subject to charge and will be those in effect at the time of publication of the foreign directory.  
  
If the life of the directory cycle is either shortened or extended, the advertiser agrees to pay the adjusted amount due for advertising charges based on the shortened or extended period. Any adjusted amount will be billed or credited to the advertiser, by either the telephone company or L.M. Berry and Company as soon as reasonably practicable.
- Billing Terms (BT)**  
 I Issue Billing - annual amount of directory issue (12 x monthly rate)  
 N Installment Billing - installment of 1/4 of annual amount at 30, 60, 90 and 120 days from issue  
 M Monthly Billing
- If the life of the directory cycle is either shortened or extended, the advertiser agrees to pay the adjusted amount due for advertising charges based on the shortened or extended period. Any adjusted amount will be billed or credited to the advertiser, by either the telephone company or L.M. Berry and Company as soon as reasonably practicable.
3. **TELEPHONE SERVICE.** Disconnection, rearrangement, transfer or reassignment of telephone numbers or service activity initiated by advertiser associated with the directory advertising contained herein after the date hereof, may result in the omission or cancellation of this advertising. The advertiser assumes the risk of such result.
4. **DEFAULT.** If you do not pay for your advertising as billed, we may declare the remaining amount payable in full and collect a late charge of the maximum rate allowed by state law until paid. You also agree to pay any attorney's fees and costs which we may incur in collecting any unpaid amount. If more than one applicant requests advertising under this order, all will be jointly and severally liable for all amounts due.
5. **SUBSEQUENT DIRECTORIES.** Your advertising will be published in each issue of the directory subsequent to that referred to on the Directory Advertising Order Summary until canceled in writing by either party 15 days prior to the close date for acceptance of advertising. You will be notified in writing in advance of any change in the advertising rates for such subsequent issues. You will be deemed to have accepted the new rate, if we have not received written cancellation within 15 days of such notice.
6. **ASSIGNMENT.** You may not assign your obligations under this agreement by transfer of your telephone services or otherwise without our prior written consent. The change or disconnection of a phone number in an advertisement does not release the advertiser from its obligations as set forth herein.

7. **ADVERTISING CONTENT.** You have sole responsibility for the content of your advertising and warrant that: (1) you are authorized to sell all products or services advertised and to use any information or depiction in your advertising; (2) you have the right to use any trademarks, service marks or tradenames in your advertising; and (3) your advertising complies with all applicable laws or regulations, including, for example, licensing requirements and administrative or professional rules and regulations. You agree to indemnify us, any authorized sales agent and the Telephone Company as to any attorney's fees, expenses, losses or damages which we may sustain by publishing your advertising. We reserve the right but do not accept any obligation, to reject or revise your advertising at our option if we have, or receive, any objection concerning your right to advertise as submitted.
8. **COPYRIGHT.** You assume responsibility for the registration and protection of any copyright you may have in your own advertising and license to us the right to copy from your advertising. You grant to us a nonexclusive license to reproduce your advertising in the directory and other publications, including electronic publications, and to create derivative works from your advertising. As to advertising which we prepare for you and any derivative work which we may prepare from your advertising, you acknowledge that we are the author and that we retain all right, title and interest, including the copyright, in the same. You must obtain our prior written consent to reproduce our copyrighted work, to have it reproduced by others, or to use our name or marks in any way.
9. **LIMITATION OF LIABILITY.** You understand and agree that (1) alternative and compelling advertising media are available to you; (2) occasional errors or omissions in advertising may occur in our directories and cannot be corrected until the next issue; (3) any potential harm from an error or omission is speculative in nature; (4) we cannot offer advertising at rates which reflect its value to each advertiser; and (5) we assume no responsibility other than that contained in these terms and conditions.

THEREFORE, FOR MUTUAL CONSIDERATION, YOU AGREE THAT ANY LIABILITY WHICH WE MAY HAVE DUE TO ERRORS OR OMISSIONS IN YOUR ADVERTISING SHALL NOT EXCEED THE AMOUNT OF CHARGES FOR THE ADVERTISING IN WHICH THE ERROR OR OMISSION OCCURRED. OUR LIABILITY SHALL BE DISCHARGED BY ABATEMENT OF THE ADVERTISING CHARGES FOR ANY COMPLETE OMISSION, OR BY REDUCTION OF YOUR CHARGES FOR ANY ERROR IN PROPORTION TO ANY REDUCTION OF THE VALUE OF THE ADVERTISING DUE TO THE ERROR.

THIS LIMITATION OF LIABILITY APPLIES TO US, ANY AUTHORIZED SALES AGENT, THE TELEPHONE COMPANY OR PUBLISHER, ANY EMPLOYEES, AND ANY OF OUR AFFILIATED COMPANIES. IT APPLIES TO CLAIMS IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE AND TO ANY LOSS OF BUSINESS PROFITS OR ADDITIONAL ADVERTISING COSTS INCURRED. IT ALSO APPLIES TO ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES AND TO ANY CLAIM AGAINST YOU BY ANY THIRD PARTY REGARDING YOUR ADVERTISING. IT IS AGREED THAT YOUR ADVERTISING IS INTENDED ONLY FOR YOUR OWN BENEFIT AND ANY BENEFIT TO OTHERS IS MERELY INCIDENTAL.

ANY LIABILITY DUE TO ERRORS OR OMISSIONS IN ANY FREE ADVERTISING OR IN THE ADVERTISING OF OTHERS WHICH MAY AFFECT YOU IS LIMITED TO, AND OUR OBLIGATIONS ARE DISCHARGED BY, CORRECTION OF THE ERROR OR OMISSION IN THE NEXT ISSUE OF THE DIRECTORY AFTER NOTICE TO US.

The above is in lieu of any other express or implied warranties including any warranties of MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

10. **ENTIRE AGREEMENT.** This order, if accepted by us, any associated printing orders, and the terms of any associated special offerings are our entire agreement with you. We will not be bound by any other agreement or representation, such as the location of your advertising within a heading, the nature of other's advertising or changes which you may later request in your advertising.
11. **SPECIAL OFFERINGS.** We may offer you the opportunity to advertise on special pages, covers, spine and other spaces of limited availability ("Special Offerings"). Paragraph 6 above shall not apply to Special Offerings. Advertising in Special Offerings, if accepted by us, may provide you the option to renew your Special Offering at the renewal rate then in effect. You may accept such an offer within 15 days from the date on which we send you notice thereof. As indicated in Paragraph 6 above, the change or disconnection of a phone number in any Special Offering does not release the advertiser from its obligations for the payment of any related charges.

X

EXHIBIT "C"

Date: \_\_\_\_\_